

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
EDERY HERRERA, *on behalf of himself and* :
all other persons similarly situated, :
:
Plaintiff, : 24-CV-8639 (VSB)
:
- against - : **ORDER**
:
RHINEBECK BANCORP, INC., :
:
Defendant. :
:
-----X

VERNON S. BRODERICK, United States District Judge:

On April 11, 2025, Plaintiff submitted Defendant's Federal Rule of Civil Procedure 68 Offer of Judgment to Plaintiff, (Doc. 14), and Plaintiff's written notice of acceptance, (Doc. 14-1). If a plaintiff accepts a Rule 68 Offer of Judgment, "the court must enter judgment accordingly." *Maximo v. 140 Green Laundromat*, No. 14-CV-6948, 2015 WL 4095248, at *3 (S.D.N.Y. July 7, 2015) (citing *Hepler v. Abercrombie & Fitch Co.*, 607 F. App'x 91, 92 (2d Cir. 2015) (summary order)).

Accordingly, the Clerk of Court is respectfully directed to enter judgment in accordance with the terms of the Offer of Judgment, which is attached to this order.

SO ORDERED.

Dated: April 14, 2025

New York, New York


Vernon S. Broderick
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

STEIN & NIEPORENT LLP

David Stein (DS 2119)
1441 Broadway, Suite 6090
New York, NY 10018
(212) 308-3444

Attorneys for Defendant

Edery Herrera, On Behalf of
Himself and All Other Persons
Similarly Situated,

Plaintiffs,

- vs. -

Rhinebeck Bancorp, Inc.,

Defendant.

DOCKET NO. 24-cv-8639
(VSB) (SLC)

OFFER OF JUDGMENT

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant hereby offers to allow Judgment to be entered against it by the named Plaintiff in this action in the amount of \$1,000.00, plus, to the extent applicable, the injunctive relief that Plaintiff seeks in paragraph (b) of the "Prayer for Relief" in his Complaint. In that vein, Defendant also agrees, within 24 months, to the following:

(a) Defendant will retain a qualified consultant acceptable to Plaintiff to assist Defendant in complying with WCAG 2.1 guidelines for Defendant's website;

(b) Defendant will cooperate with the agreed upon consultant to do the following:

(1) train Defendant's employees and agents who develop the website on accessibility compliance under the WCAG 2.1 guidelines;

(2) regularly check the accessibility of the website under the WCAG 2.1 guidelines;

(3) regularly test user accessibility by blind or vision-impaired persons to ensure that Defendant's website complies with the WCAG 2.1 guidelines; and

(4) develop an accessibility policy that is clearly disclosed on Defendant's website, with contact information for users to report accessibility-related problems.

Finally, Defendant agrees to reimburse Plaintiff's reasonable attorneys' fees and costs incurred to the date of this offer, to be determined by the Court. This offer is unconditional, and is made to fully and finally resolve all of Plaintiff's claims for relief.

This Offer of Judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and is not to be construed as either an admission that Defendant is liable in this action, or that Plaintiff has suffered any damage. This Offer of Judgment shall not be filed with the Court unless (a) accepted or (b) in a proceeding to determine costs.

Please note that, pursuant to Rule 68(b), this Offer is deemed withdrawn if Plaintiff does not serve written notice of acceptance within fourteen (14) days of the date this Offer is made.

Dated: December 13, 2024



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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of December, 2024, I caused the foregoing document to be served via email to:

Jeffrey M. Gottlieb, Esq.
GOTTLIEB & ASSOCIATES
150 East 18th Street, Suite PHR
New York, NY 10003
nyjg@aol.com



David Stein, Esq.

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Subject: **Re: Herrera v. Rhinebeck Bancorp, Inc.; Case No. 24-cv-8639 (VSB) (SLC)**
Date: 12/18/2024 10:52:39 PM Eastern Standard Time
From: nyjg@aol.com
To: dstein@steinllp.com, michael@gottlieb.legal
Cc: dnieparent@steinllp.com, dana@gottlieb.legal

David. My client accepts the OOJ. Do you want to draft the agreement or shall we draft? Please advise. Jeff

Jeffrey M. Gottlieb, Esq.
Gottlieb & Associates PLLC
Attorneys at Law
150 East 18 St.
Suite PHR
New York, New York 10003
Tel: (212)228-9795
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Jeffrey@Gottlieb.legal www.GottliebLaw.net
NYJG@aol.com

In a message dated 12/13/2024 2:06:52 PM Eastern Standard Time, dstein@steinllp.com writes:

See the attached. Please send the completed waiver of service form, and I will sign off on it.

Sincerely,

David Stein


David Stein
Partner / STEIN & NIEPARENT LLP
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ADMITTED IN NY, NJ, PA, IL, DC
CONFIDENTIAL AND PRIVILEGED

From: nyjg@aol.com <nyjg@aol.com>
Sent: Thursday, December 12, 2024 10:19 PM
To: David Stein <dstein@steinllp.com>
Cc: David M. Nieparent <dnieparent@steinllp.com>